



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY
PLEASE REFER
TO OUR FILE
C-2020-3022293

December 9, 2020

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement v.
Golden Triangle Construction Co., Inc.
Docket No. C-2020-3022293
Joint Petition for Approval of Settlement

Dear Secretary Chiavetta:

Enclosed for electronic filing is the Joint Petition for Approval of Settlement in the above-referenced proceeding as well as the following Appendices: (1) Appendix A – Joint Proposed Ordering Paragraphs; (2) Appendix B – the Bureau of Investigation and Enforcement’s Statement in Support; and (3) Appendix C – the Statement in Support of Golden Triangle Construction Co., Inc.

Copies have been served on the parties of record in accordance with the Certificate of Service.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Myers", written over a white background.

Kourtney L. Myers
Prosecutor
PA Attorney ID No. 316494
(717) 705-4366
komyers@pa.gov

Enclosure

cc: Kathryn G. Sophy, Director, OSA (*via email only - Word Version*)
Kimberly A. Hafner, Deputy Director - Legal, OSA (*via email only – Word Version*)
As per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
v.	:	Docket No. C-2020-3022293
	:	
Golden Triangle Construction Co., Inc.,	:	
Respondent	:	

**JOINT PETITION
FOR APPROVAL OF SETTLEMENT**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Pursuant to 52 Pa. Code §§ 5.41 and 5.232, the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E” or “Complainant”) and Golden Triangle Construction Co., Inc. (“GTC,” “Company,” or “Respondent”) hereby submit this Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) to resolve all issues related to the above-docketed I&E Formal Complaint (“Complaint”) proceeding. The Complaint alleges violations of the Underground Utility Line Protection Law, Act of October 30, 2017, P.L.806, No. 50 (hereinafter referred to as the “PA One Call Law”), 73 P.S. §§ 176, *et seq.*, which were raised in connection with a hit to a natural gas pipeline that occurred on October 3, 2018, in Bethel Park, Pennsylvania. As part of this Settlement Agreement, I&E and GTC (hereinafter referred to collectively as the “Parties” or “Joint Petitioners”) respectfully request that the Commission enter a Final Opinion and Order approving the Settlement,

without modification. A Joint Proposed Ordering Paragraphs is attached hereto as **Appendix A**. Statements in Support of the Settlement expressing the individual views of I&E and GTC are attached hereto as **Appendix B** and **Appendix C**, respectively.

I. INTRODUCTION

1. The Parties to this Settlement Agreement are the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, by its prosecuting attorney, 400 North Street, Harrisburg, PA 17120 and Golden Triangle Construction Co., Inc. with its principal place of business at 8555 Old Steubenville Pike, Imperial, PA 15126.

2. The Pennsylvania Public Utility Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to 66 Pa.C.S. §§ 101, *et seq.* Pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, the Commission is also authorized to regulate excavators and other stakeholders for the purposes of enforcing the PA One Call Law.

3. I&E is the entity established to prosecute complaints against public utilities and other entities subject to the Commission's jurisdiction pursuant to 66 Pa.C.S. § 308.2(a)(11); *See Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011) (delegating authority to initiate proceedings that are prosecutory in nature to I&E); *See also* 73 P.S. § 182.8(c)(2)-(d).

4. Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, authorizes and

obligates the Commission to execute and enforce the provisions of the PA One Call Law.

5. Sections 182.8(d) and 182.10 of the PA One Call Law, 73 P.S. §§ 182.8(d) and 182.10, authorize the Commission to, *inter alia*, hear and determine complaints against stakeholders for violations of the PA One Call Law.

6. Section 182.10(a) of the PA One Call Law, 73 P.S. § 182.10(a), authorizes the Commission to impose administrative penalties on stakeholders who violate the PA One Call Law. Section 182.10(b)(1)(i)-(ii) allows for the imposition of an administrative penalty not to exceed \$2,500 for each violation or if the violation results in injury, death, or property damage of \$25,000 or more, an administrative penalty not to exceed \$50,000.

7. Respondent is an “excavator” as that term is defined at 73 P.S. § 176 as it “performs excavation or demolition work for [itself] or for another person.”

8. Respondent, as an excavator, is subject to the power and authority of this Commission pursuant to Section 182.10 of the PA One Call Law, 73 P.S. § 182.10, which requires excavators to comply with the PA One Call Law.

9. Pursuant to the provisions of the applicable Commonwealth statutes, the Commission has jurisdiction over the subject matter and the actions of GTC as set forth, *infra*.

II. BACKGROUND

10. On October 3, 2018, at approximately 2:20 AM, GTC hit and damaged a marked, underground Columbia Gas of PA Inc. (“Columbia Gas”) pipeline with powered equipment in Bethel Park, Pennsylvania.

11. The damage to the pipeline resulted in the escape of flammable gas, which was ignited by heat from friction.

12. The ignited gas injured a GTC employee and caused property damage.

13. By letter dated June 2, 2020, I&E initiated an investigation of the Company and made requests for information and documents pursuant to 73 P.S. § 180(17).¹ I&E advised GTC that its investigation would focus on the excavation that resulted in damage to the underground pipeline, injury to the GTC employee, and property damage.

14. The results of I&E's investigation, which included a review of the Company's responses to I&E's data requests, formed the basis for I&E's Complaint that was filed with the Commission on October 2, 2020 at Docket No. C-2020-3022293. The Complaint included allegations that:

- a. On August 20, 2018, GTC placed a locate request with the Pennsylvania One Call System ("POCS") at POCS Serial No. 20182320939 to conduct an excavation with powered equipment;
- b. The purpose of the excavation was to install a water line for Pennsylvania-American Water Company;
- c. The locate request identified the work site as Clifton Road at the intersection of Library Road to Airedale Drive in Bethel Park, Pennsylvania 15102;
- d. The lawful start date for the excavation was August 27, 2018;

¹ I&E served GTC with one (1) set of data requests on June 2, 2020 and GTC responded on July 2, 2020

- e. Columbia Gas is the facility owner of a four-inch medium pressure plastic gas main, which runs underground in the vicinity of the work site;
- f. The Columbia Gas pipeline is a “line” or “facility” as defined in 73 P.S. § 176;
- g. Columbia Gas accurately located and marked, in yellow paint, its underground pipeline at the work site within eighteen (18) inches horizontally from the outside wall of the line;
- h. GTC began excavating to install a water main after Columbia Gas responded “FIELD MARKED” through the POCS;
- i. At approximately 7:00 PM on October 2, 2018, GTC began hand-digging within the “tolerance zone” of the accurately marked, Columbia Gas pipeline to uncover the line;
- j. At approximately 2:00 AM on October 3, 2018, GTC stopped hand-digging;
- k. GTC did not locate the Columbia Gas pipeline via hand-digging or other prudent techniques;
- l. At approximately 2:20 AM on October 3, 2018, Respondent used a Caterpillar 314E Excavator (“Cat 314E”) to excavate within the tolerance zone of the marked, Columbia Gas pipeline even though GTC had not located the line;
- m. Respondent hit and damaged the Columbia Gas pipeline with the Cat 314E;

- n. The damage to the pipeline resulted in the escape of flammable gas, which was ignited by heat from friction;
- o. The ignited gas inflicted first and second degree burns to the face, neck, and upper extremities of a GTC employee;
- p. The ignited gas caused damage to the Cat 314E and damage to a nearby condominium's sign, section of wood fencing, landscaping, and sidewalk; and
- q. GTC did not notify Columbia Gas of the damage to its pipeline or the escape of flammable gas, which endangered life, health, and property.

15. In the Complaint, I&E requested that the Commission impose a cumulative administrative penalty upon Respondent in the amount of Eighteen Thousand Dollars (\$18,000.00) and direct Respondent to perform each of the corrective actions detailed in the Complaint.

16. On November 13, 2020, the Parties reached a Settlement in Principle.

III. ALLEGED VIOLATIONS AND DEFENSES

17. Had this matter been fully litigated, I&E would have proffered evidence and legal arguments to support its allegations that GTC committed the following violations:

A. GTC failed to exercise due care to avoid injury to and interference with marked lines in that Respondent hit and damaged the marked, Columbia Gas pipeline. GTC failed to employ prudent techniques within the tolerance zone to ascertain the precise position of lines in that Respondent did not locate the

Columbia Gas pipeline via hand-digging or other prudent techniques prior to excavating with powered equipment in the tolerance zone, which resulted in damage to the pipeline, injury to a GTC employee, and property damage.

If proven, this is a violation of 73 P.S. § 180(4).

B. GTC failed to use its best efforts to comply with Common Ground Alliance Best Practice 5.20 in that Respondent, when excavating within the tolerance of the marked, Columbia Gas pipeline, hit the pipeline, which resulted in damage to the pipeline, injury to a GTC employee, and property damage.

If proven, this is a violation of 73 P.S. § 184.

C. GTC failed to immediately report to Columbia Gas the damage that GTC caused to the pipeline during excavation work.

If proven, this is a violation of 73 P.S. § 180(7).

D. GTC failed to immediately notify Columbia Gas of the escape of flammable gas, which endangered life, health, and property.

If proven, this is a violation of 73 P.S. § 180(8).

18. Had this matter been fully litigated, GTC would have denied each of the alleged violations of the PA One Call Law, raising the following defenses in support of its position that the Company committed no such violations, and defending itself against the same in this proceeding and any subsequent appeals:

A. GTC exercised due care to avoid injury to and interference with marked lines for the Columbia Gas pipeline.

B. GTC employed prudent hand-digging techniques within the tolerance zone for approximately four (4) hours to ascertain the precise position of the gas lines. After utilizing the prudent hand-digging techniques to reach the required depth, the gas line was not located. GTC confirmed that the line did not exist within the area of GTC's work zone.

C. After GTC attempted to locate the Columbia Gas line via hand-digging, GTC utilized powered equipment with due care to clear loose material from the bottom of its work zone. The excavator bucket accidentally contacted the line that was situated below GTC's work zone, which resulted in damage to the pipeline, injury to a GTC employee, and property damage.

D. GTC immediately notified public safety authorities after hitting the gas line.

E. Since the accident at issue GTC has implemented additional procedures and trainings to mitigate the risk of such an event occurring again, including investing in new equipment to aid in locating underground utilities.

F. At all times, GTC fully cooperated in the investigation regarding the incident alleged in the Formal Complaint.

IV. SETTLEMENT TERMS

19. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest,² I&E and GTC held a series of extensive and

² See 52 Pa. Code § 5.231(a).

comprehensive technical discussions that culminated in this Settlement. The purpose of this Joint Petition for Approval of Settlement is to resolve this matter without further litigation. There has been no evidentiary hearing before any tribunal and no sworn testimony taken in I&E's Complaint proceeding docketed at C-2020-3022293.

20. The Settlement is a compromise of the allegations in the Complaint, which I&E intended to prove, and that GTC intended to disprove.

21. I&E and GTC, intending to be legally bound and for consideration given, desire to fully and finally conclude this litigation and agree that a Commission Order approving the Settlement without modification shall create the following rights and obligations:

A. GTC will pay an administrative penalty in the amount of Thirteen Thousand Dollars (\$13,000.00) pursuant to 73 P.S. § 182.10(b). Said payment shall be made within thirty (30) days of the entry date of the Commission's Final Order approving the Settlement Agreement and shall be made by certified check or money order payable to the "Commonwealth of Pennsylvania." The docket number of this proceeding, C-2020-3022293, shall be indicated with the certified check or money order and the payment shall be sent to:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

The administrative penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f).

B. GTC will take or has taken corrective action and implemented revisions to its operating procedures which will act as damage prevention measures. The pertinent portions of GTC's modified procedures are briefly described as follows:

i. GTC has implemented additional practices and procedures to ensure that due care be exercised to avoid injury to and interference with lines where positions have been provided and that prudent techniques be employed within the tolerance zone to ascertain the precise position of underground lines and facilities;

ii. GTC has implemented additional practices and procedures to ensure compliance with the Common Ground Alliance Best Practices;

iii. GTC has implemented additional practices and procedures to ensure the immediate notification to the facility owner of any damage to its lines made or discovered in the course of the excavation or demolition work;

iv. GTC has implemented additional practices and procedures to ensure the immediate notification of the facility owner if the damage results in the escape of any flammable, toxic, or corrosive gas or liquid which endangers life, health or property; and

v. GTC shall require its employees engaged in excavation work to attend annual, third-party training on excavation and trenching safety for three (3) years.

22. Upon Commission approval of the Settlement in its entirety without modification and payment of the administrative penalty, I&E shall be deemed to have released GTC from all past claims that were made or could have been made for monetary and/or other relief based on allegations associated with the October 3, 2018 line hit.

23. I&E and GTC jointly acknowledge that approval of this Settlement Agreement is in the public interest and fully consistent with the factors that the Commission must consider in determining the administrative penalty to be assessed for violations of the PA One Call Law, 73 P.S. § 182.10(b)(2).

V. CONDITIONS OF SETTLEMENT

24. This document represents the Settlement Agreement in its entirety. No changes to obligations set forth herein may be made unless they are in writing and are expressly accepted by the Parties. This Settlement Agreement shall be construed and interpreted under Pennsylvania law.

25. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained in this Joint Petition for Approval of Settlement without modification. If the Commission modifies this Settlement Agreement, any party may elect to withdraw from the Settlement and may proceed with litigation and, in such event, this Settlement Agreement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission and served upon the other party within twenty (20) days after entry of an Order modifying the Settlement.

26. The Parties agree that the underlying allegations were not the subject of any hearing and that there has been no order, findings of fact or conclusions of law rendered

in this Complaint proceeding. It is further understood that, by entering into this Settlement Agreement, GTC has made no concession or admission of fact or law and may dispute all issues of fact and law for all purposes in any other proceeding, including but not limited to any civil proceedings, that may arise as a result of the circumstances described in this Joint Settlement Petition. Nor may this settlement be used by any other person or entity as a concession or admission of fact or law. Furthermore, it is further understood that this Formal Complaint and Joint Settlement Petition shall not be considered by the Commission in any future proceedings, including but not limited to subsequent Formal Complaints, citations, or other alleged violations of the PA One Call Law, for the purposes of assessing the administrative penalties set forth in 73 P.S. § 182.10.

27. This Settlement Agreement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner that is fair and reasonable. This Settlement is presented without prejudice to any position that any of the Parties may have advanced and without prejudice to the position any of the Parties may advance in the future on the merits of the issues in any other proceedings, except to the extent necessary to effectuate or enforce the terms and conditions of this Settlement Agreement. This Settlement does not preclude the Parties from taking other positions in any other proceeding but is conclusive in this proceeding and may not be reasserted in any other proceeding or forum except for the limited purpose of enforcing the Settlement by a Party.

28. The terms and conditions of this Settlement Agreement constitute a carefully crafted package representing reasonably negotiated compromises on the issues addressed herein. Thus, the Settlement Agreement is consistent with the Commission's rules and practices encouraging negotiated settlements set forth in 52 Pa. Code § 5.231.

WHEREFORE, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and GTC respectfully request that the Commission approve the terms of the Joint Petition for Approval of Settlement without modification and in their entirety as being in the public interest.

Respectfully Submitted,

**Pennsylvania Public Utility Commission,
Bureau of Investigation and Enforcement**

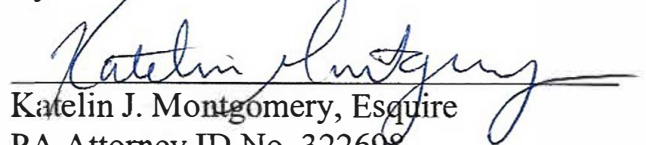
Golden Triangle Construction Co., Inc.

By:



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*Counsel for Golden Triangle Construction
Co., Inc.*

Date: December 9, 2020

Date: 12/9/2020

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
v.	:	Docket No. C-2020-3022293
	:	
Golden Triangle Construction Co., Inc.,	:	
Respondent	:	

JOINT PROPOSED ORDERING PARAGRAPHS

1. That the Joint Settlement Petition filed on December 9, 2020 between the Pennsylvania Public Utility Commission’s Bureau of Investigation and Enforcement and Golden Triangle Construction Co., Inc. is approved in its entirety without modification.

2. That, in accordance with Section 182.10(b) of the Underground Utility Line Protection Law, 73 P.S. § 182.10(b), within thirty (30) days of the date this Order becomes final, Golden Triangle Construction Co., Inc. shall pay an administrative penalty of Thirteen Thousand Dollars (\$13,000.00). Said payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to:

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

3. That the administrative penalty shall not be tax deductible.

4. A copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Bureau of Administration.

5. That the above-captioned matter shall be marked closed upon receipt of the administrative penalty.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission, :
Bureau of Investigation and Enforcement, :
Complainant :
v. : Docket No. C-2020-3022293
Golden Triangle Construction Co., Inc., :
Respondent :

**THE BUREAU OF INVESTIGATION AND ENFORCEMENT’S
STATEMENT IN SUPPORT OF THE
JOINT PETITION FOR APPROVAL OF SETTLEMENT**

TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Pursuant to 52 Pa. Code §§ 5.231 and 5.232 and 73 P.S. § 182.10(b)(2), the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”), a signatory party to the Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) filed in the matter docketed above, submits this Statement in Support of the Settlement Agreement between I&E and Golden Triangle Construction Co., Inc. (“GTC,” “Company,” or “Respondent”).¹ I&E avers that the terms

¹ I&E and GTC are collectively referred to herein as the “Parties.”

and conditions of the Settlement are just and reasonable and in the public interest for the reasons set forth herein.

I. Background

I&E conducted an investigation of an excavation performed by GTC that involved damage to a marked, underground natural gas pipeline, owned and operated by Columbia Gas of PA Inc. (“Columbia Gas”), on October 3, 2018 in Bethel Park, Pennsylvania. The damage to the pipeline resulted in injury to an employee of GTC and property damage. The results of the investigation formed the basis for the allegations set forth in I&E’s Formal Complaint (“Complaint”), which was filed on October 2, 2020.

The crux of I&E’s Complaint alleged that Respondent hit and damaged the Columbia Gas pipeline while using a Caterpillar 314E Excavator (“Cat 314E”) to excavate within the tolerance zone of the accurately marked, Columbia Gas pipeline even though GTC had not located the line via hand-digging or other prudent techniques in violation of Section 180(4) of the Underground Utility Line Protection Law, Act of October 30, 2017, P.L.806, No. 50 (hereinafter referred to as the “PA One Call Law”), 73 P.S. § 180(4). The damage to the pipeline resulted in the escape of flammable gas, which was ignited by heat from friction. The ignited gas inflicted first and second degree burns to the face, neck, and upper extremities of a GTC employee and caused damage to the Cat 314E and damage to a nearby condominium’s sign, section of wood fencing, landscaping, and sidewalk.

I&E's Complaint sought relief in the form of an administrative penalty in the amount of Eighteen Thousand Dollars (\$18,000.00),² as well as a number of corrective measures designed to address damage prevention to underground lines and facilities, emergency response, training, and revisions of GTC's procedures.

On November 13, 2020, the Parties reached a Settlement in Principle. On December 9, 2020, the Parties filed a Joint Petition for Approval of Settlement resolving all issues between I&E and GTC in the instant matter. This Statement in Support is submitted in conjunction with the Settlement Agreement.

In making a determination that the instant Settlement was appropriate, I&E weighed the seriousness of the alleged violations averred in I&E's Complaint against various mitigating circumstances that are present here.

Importantly, GTC has been cooperative with I&E related to identifying policies, procedures, and training that can be further improved to assist GTC in enhancing damage prevention to underground lines and facilities and to satisfy the commitments that I&E has required in the settlement process.

Additionally, I&E acknowledges that GTC fully cooperated with I&E's investigation. GTC promptly responded to I&E's requests for information regarding the October 3, 2018 line hit and provided I&E with records, correspondence, and other

² Section 182.10(b)(1)(i)-(ii) of the PA One Call Law, 73 P.S. § 182.10(b)(1)(i)-(ii), authorizes the Commission to impose an administrative penalty of up to \$2,500 for each violation of the PA One Call Law or if the violation results in injury, death, or property damage of \$25,000 or more, an administrative penalty of up to \$50,000.

documents associated with the incident. Moreover, throughout the entire investigatory process, I&E and GTC remained active in communications and informal discovery and continued to explore the possibility of resolving this complaint proceeding, which ultimately culminated in the Settlement Agreement reached here.

II. The Public Interest

Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties held a series of settlement discussions. These discussions culminated in this Settlement Agreement, which, once approved, will resolve all issues related to I&E's Formal Complaint proceeding.

I&E intended to prove the factual allegations set forth in its Formal Complaint at hearing to which GTC would have disputed. This Settlement Agreement results from the compromises of the Parties. I&E recognizes that, given the inherent unpredictability of the outcome of a contested proceeding, the benefits to amicably resolving the disputed issues through settlement outweigh the risks and expenditures of litigation. I&E submits that the Settlement constitutes a reasonable compromise of the issues presented and is in the public interest as it provides for a number of relevant corrective measures as well as an administrative penalty. As such, I&E respectfully requests that the Commission approve the Settlement without modification.

III. Terms of Settlement

Under the terms of the Settlement Agreement, I&E and GTC have agreed to the following:

A. GTC will pay an administrative penalty in the amount of Thirteen Thousand Dollars (\$13,000.00) pursuant to 73 P.S. § 182.10(b). Said payment shall be made within thirty (30) days of the entry date of the Commission's Final Order approving the Settlement Agreement. The administrative penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f).

B. GTC will take or has taken corrective action and implemented revisions to its operating procedures which will act as damage prevention measures. The pertinent portions of GTC's modified procedures are briefly described as follows:

i. GTC has implemented additional practices and procedures to ensure that due care be exercised to avoid injury to and interference with lines where positions have been provided and that prudent techniques be employed within the tolerance zone to ascertain the precise position of underground lines and facilities;

ii. GTC has implemented additional practices and procedures to ensure compliance with the Common Ground Alliance Best Practices;

iii. GTC has implemented additional practices and procedures to ensure the immediate notification to the facility owner of any damage to its

lines made or discovered in the course of the excavation or demolition work;

iv. GTC has implemented additional practices and procedures to ensure the immediate notification of the facility owner if the damage results in the escape of any flammable, toxic, or corrosive gas or liquid which endangers life, health or property; and

v. GTC shall require its employees engaged in excavation work to attend annual, third-party training on excavation and trenching safety for three (3) years.

Upon Commission approval of the Settlement in its entirety without modification and payment of the administrative penalty, I&E shall be deemed to have released GTC from all past claims that were made or could have been made for monetary and/or other relief based on allegations associated with the October 3, 2018 line hit.

IV. Legal Standard for Settlement Agreements

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements lessen the time and expense that the parties must expend litigating a case and, at the same time, conserve precious administrative resources. Settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. “The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a ‘burden of proof’ standard, as is utilized for contested matters.” *Pa. Pub. Util. Comm’n, et al. v. City of Lancaster – Bureau of Water*, Docket Nos. R-2010-2179103, *et*

al. (Order entered July 14, 2011) at p. 11. Instead, the benchmark for determining the acceptability of a settlement is whether the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered January 7, 2004).

I&E submits that approval of the Settlement Agreement in the above-captioned matter is consistent with Section 182.10(b)(2) of the PA One Call Law, 73 P.S. § 182.10(b)(2). Section 182.10(b)(2) sets forth six (6) factors that the Commission must consider in determining the amount of the administrative penalty to be assessed for violation(s) of the PA One Call Law. 73 P.S. § 182.10(b)(2).

The first factor considers the history of the party's compliance with the act prior to the date of the violation. 73 P.S. § 182.10(b)(2)(i). I&E submits that this incident was the first infraction on GTC's record with the Commission regarding violations of the PA One Call Law.

The second factor considers the amount of injury or property damage caused by the party's noncompliance. 73 P.S. § 182.10(b)(2)(ii). I&E submits that as a result of this incident, a GTC employee was inflicted with first and second degree burns to his face, neck, and upper extremities. GTC advised I&E that after being treated, the employee returned to work fulltime without restrictions. The incident also resulted in minimal property damage, including damage to the Cat 314E and damage to a nearby condominium's sign, section of wood fencing, landscaping, and sidewalk.

The third factor is the degree of threat to the public safety and inconvenience caused by the party's noncompliance. 73 P.S. § 182.10(b)(2)(iii). As a result of this

incident, two (2) people were evacuated from their homes and twenty-three (23) customers experienced less than twelve (12) hours of service interruption.

The fourth factor to be considered is GTC's proposed modification to internal practices and procedures to ensure future compliance with statutes and regulations. 73 P.S. § 182.10(b)(2)(iv). In response to this incident, GTC filed an alleged violation report ("AVR") with the Pennsylvania One Call System ("POCS") in accordance with Section 180(16) of the PA One Call Law, 73 P.S. § 180(16), and called for a company safety stand-down where GTC required all utility crews to attend a four (4) hour safety seminar, which covered numerous topics, including a review of the incident, trenching and excavation safety, proper planning for safety, competent person requirements, and soil classification. GTC employees also attended various trainings provided by the POCS regarding the tolerance zone, CGA Best Practices, prudent excavation techniques, and excavation safety.

After the incident, GTC purchased new equipment, including a vacuum excavation truck and two (2) vacuum trailers, to assist the Company in safely locating underground lines and facilities. This technology provides for a less invasive and safer method of excavation than traditional methods of digging.

Additionally, a comprehensive list of the remedial actions that GTC has agreed to undertake is outlined in the Settlement Agreement at Paragraph 21(B). Each of these remedial actions and commitments address the conduct at issue and are designed to enhance damage prevention to underground lines and facilities and prevent similar conduct from occurring again.

The fifth factor to be considered relates to the degree of GTC's culpability. 73 P.S. § 182.10(b)(2)(v). I&E was advised by GTC that it used the CAT 314E within the tolerance zone of the marked, underground natural gas pipeline to perform a smoothing pass over loose soil that fell into the trench where the pipeline was located and that the damage to the pipeline was unintentional. I&E submits that the unintentional nature of the conduct in question is a valid mitigating factor in this case.

The sixth factor is other factors as may be appropriate considering the facts and circumstances of the incident. 73 P.S. § 182.10(b)(2)(vi). I&E submits that an additional relevant factor is whether the conduct at issue was of a serious nature. I&E alleges that the conduct in this matter involves the use of powered equipment within the tolerance zone of a marked, underground natural gas pipeline that had not been located via hand-digging. I&E submits that the alleged violations averred in I&E's Complaint are of a serious nature and were considered in arriving at the administrative penalty and remedial relief set forth in the terms of the Settlement.

Another relevant factor is whether the resulting consequences of GTC's alleged conduct were of a serious nature. In this case, the alleged conduct resulted in damage to a natural gas pipeline, injury to a GTC employee, and property damage in the nearby area which are serious consequences. The terms and conditions of the Settlement acknowledge that serious consequences occurred and are designed to further enhance damage prevention and excavation safety.

I&E submits that whether the Company cooperated with the Commission's investigation is another relevant factor to be considered. Throughout I&E's

investigation, the Parties remained active in communications and informal discovery. GTC promptly responded to I&E's requests for information and documentation and fully cooperated throughout all phases of the investigation and settlement process.

Another relevant factor is the appropriate settlement amount necessary to deter future violations. I&E submits that an administrative penalty amount of \$13,000.00 is substantial and sufficient to deter a small business like GTC from committing future violations.

I&E submits that whether the case was settled or litigated is another relevant factor of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the governmental agency to prove elements of each allegation. In return, the opposing party in a settlement agrees to a lesser fine or penalty, or other remedial action. Both parties negotiate from their initial litigation positions. The fines and penalties, and other remedial actions resulting from a fully litigated proceeding are difficult to predict and can differ from those that result from a settlement. Reasonable settlement terms can represent economic and programmatic compromise while allowing the parties to move forward and to focus on implementing the agreed upon remedial actions.

In conclusion, I&E fully supports the terms and conditions of the Settlement Agreement. The terms of the Settlement Agreement reflect a carefully balanced compromise of the interests of the Parties in this proceeding. The Parties believe that approval of this Settlement Agreement is in the public interest. Acceptance of this

Settlement Agreement avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the Parties.

WHEREFORE, I&E supports the Settlement Agreement as being in the public interest and respectfully requests that the Commission approve the Settlement in its entirety without modification.

Respectfully submitted,



Kourtney L. Myers

Prosecutor

Bureau of Investigation & Enforcement

PA Attorney ID No. 316494

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Dated: December 9, 2020

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
v.	:	Docket No. C-2020-3022293
	:	
Golden Triangle Construction Co., Inc.,	:	
	:	
Respondent	:	

**STATEMENT IN SUPPORT OF THE JOINT
PETITION FOR APPROVAL OF SETTLEMENT**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

Pursuant to 52 Pa. Code §§ 5.41 and 5.232, Golden Triangle Construction Co., Inc. (“GTC,” or “Company,”) signatory to the Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) filed in the matter docketed above, submits this Statement in Support of the Settlement Agreement between the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”).¹ GTC avers that the terms and conditions of the Settlement are just and reasonable and in the public interest for the reasons set forth herein.

I. BACKGROUND

On October 3, 2018, at approximately 2:20 AM, GTC hit and damaged a marked, underground Columbia Gas of PA Inc. (“Columbia Gas”) pipeline with an excavator while

¹ I&E and GTC are collectively referred to herein as the “Parties.”

attempting to clear debris in a trench in Bethel Park, Pennsylvania. The damage to the pipeline resulted in the escape of flammable gas, which was ignited by heat from friction. The ignited gas injured a GTC employee and caused property damage. By letter dated June 2, 2020, I&E initiated an investigation of the Company and made requests for information and documents pursuant to 73 P.S. § 180(17).² I&E advised GTC that its investigation would focus on the excavation that resulted in damage to the underground pipeline, injury to the GTC employee, and property damage. The results of I&E's investigation formed the basis for I&E's Complaint that was filed with the Commission on October 2, 2020 at Docket No. C-2020-3022293. The Complaint included allegations that:

- a. On August 20, 2018, GTC placed a locate request with the Pennsylvania One Call System ("POCS") at POCS Serial No. 20182320939 to conduct an excavation with powered equipment;
- b. The purpose of the excavation was to install a water line for Pennsylvania-American Water Company;
- c. The locate request identified the work site as Clifton Road at the intersection of Library Road to Airedale Drive in Bethel Park, Pennsylvania 15102;
- d. The lawful start date for the excavation was August 27, 2018;
- e. Columbia Gas is the facility owner of a four-inch medium pressure plastic gas main, which runs underground in the vicinity of the work site;

² I&E served GTC with one (1) set of data requests on June 2, 2020 and GTC responded on July 2, 2020

- f. The Columbia Gas pipeline is a “line” or “facility” as defined in 73 P.S. § 176;
- g. Columbia Gas accurately located and marked, in yellow paint, its underground pipeline at the work site within eighteen (18) inches horizontally from the outside wall of the line;
- h. GTC began excavating to install a water main after Columbia Gas responded “FIELD MARKED” through the POCS;
- i. At approximately 7:00 PM on October 2, 2018, GTC began hand-digging within the “tolerance zone” of the accurately marked, Columbia Gas pipeline to uncover the line;
- j. At approximately 2:00 AM on October 3, 2018, GTC stopped hand-digging;
- k. GTC did not locate the Columbia Gas pipeline via hand-digging or other prudent techniques;
- l. At approximately 2:20 AM on October 3, 2018, Respondent used a Caterpillar 314E Excavator (“Cat 314E”) to excavate within the tolerance zone of the marked, Columbia Gas pipeline even though GTC had not located the line;
- m. Respondent hit and damaged the Columbia Gas pipeline with the Cat 314E;
- n. The damage to the pipeline resulted in the escape of flammable gas, which was ignited by heat from friction;

- o. The ignited gas inflicted first and second degree burns to the face, neck, and upper extremities of a GTC employee;
- p. The ignited gas caused damage to the Cat 314E and damage to a nearby condominium's sign, section of wood fencing, landscaping, and sidewalk; and
- q. GTC did not notify Columbia Gas of the damage to its pipeline or the escape of flammable gas, which endangered life, health, and property.

In the Complaint, I&E requested that the Commission impose a cumulative administrative penalty upon Respondent in the amount of Eighteen Thousand Dollars (\$18,000.00) and direct GTC to perform each of the corrective actions detailed in the Complaint. On November 13, 2020, the Parties reached a Settlement in Principle. Had this matter been fully litigated, GTC would have denied each of the alleged violations of the PA One Call Law, raising the following defenses in support of its position that the Company committed no such violations, and defending itself against the same in this proceeding and any subsequent appeals:

- a. GTC exercised due care to avoid injury to and interference with marked lines for the Columbia Gas pipeline.
- b. GTC employed prudent hand-digging techniques within the tolerance zone for approximately four (4) hours to ascertain the precise position of the gas lines. After utilizing the prudent hand-digging techniques to reach the required depth, the gas line was not located. GTC confirmed that the line did not exist within the area of GTC's work zone.

- c. After GTC attempted to locate the Columbia Gas line via hand-digging, GTC utilized powered equipment with due care to clear loose material from the bottom of its work zone. The excavator bucket accidentally contacted the line that was situated below GTC's work zone, which resulted in damage to the pipeline, injury to a GTC employee, and property damage.
- d. GTC immediately notified public safety authorities after hitting the gas line.

On December 9, 2020, the Parties filed a Joint Petition for Approval of Settlement resolving all issues between I&E and GTC in the instant matter. This Statement in Support is submitted in conjunction with the Settlement Agreement.

II. THE PUBLIC INTEREST

Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties held a series of detailed settlement discussions and exchanged correspondence explaining their settlement positions. These discussions culminated in the Joint Settlement Petition which, once approved, will resolve all issues related to I&E's Formal Complaint proceedings. At all times during the process of both I&E's investigation and the Formal Complaint proceedings, GTC has been cooperative and responsive to all inquiries. GTC has provided I&E with information regarding the post-accident changes made to GTC policies and procedures, training, and additional safety equipment obtained by GTC in order to facilitate and enhance the safety and reliability of GTC's services, and to satisfy the commitments that I&E required in this Agreement.

The Settlement, if approved, will provide substantial public benefits including

additional and enhanced training for GTC employees and the implementation of additional practices and procedures by GTC to ensure continued compliance with the PA One Call Law.

GTC intended to defend against the factual allegations set forth in I&E's Formal Complaint at a hearing, which I&E intended to prove. This Settlement Agreement results from the compromises of the Parties. GTC recognizes that, given the inherent unpredictability of the outcome of a contested proceeding, the benefits to amicably resolving the disputed issues through settlement outweigh the risks and expenditure of litigation. GTC submits that the Settlement constitutes a reasonable compromise of the issues presented and is in the public interest as it provides for several relevant corrective measures as well as an administrative penalty for GTC. As such, GTC respectfully requests that the Commission approve the Settlement without modification.

III. TERMS OF SETTLEMENT

Under the terms of the Settlement Agreement, GTC and I&E have agreed to the following:

a. Civil Penalty:

GTC will pay an administrative penalty in the amount of Thirteen Thousand Dollars (\$13,000.00) pursuant to 73 P.S. § 182.10(b). Said payment shall be made within thirty (30) days of the entry date of the Commission's Final Order approving the Settlement Agreement and shall be made by certified check or money order payable to the "Commonwealth of Pennsylvania." The administrative penalty shall not be tax deductible

pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f).

b. Revision of Damage Prevention Policies and Procedures

GTC will take or has taken corrective action and implemented revisions to its operating procedures which will act as damage prevention measures. The following are examples of GTC's modified procedures:

- i.** GTC has implemented additional practices and procedures to ensure that due care be exercised to avoid injury to and interference with lines where positions have been provided and that prudent techniques be employed within the tolerance zone to ascertain the precise position of underground lines and facilities;
- ii.** GTC has implemented additional practices and procedures to ensure compliance with the Common Ground Alliance Best Practices;
- iii.** GTC has implemented additional practices and procedures to ensure the immediate notification to the facility owner of any damage to its lines made or discovered in the course of the excavation or demolition work;
- iv.** GTC has implemented additional practices and procedures to ensure the immediate notification of the facility owner if the damage results in the escape of any flammable, toxic, or corrosive gas or liquid which endangers life, health or property.

c. Training

GTC shall require its employees engaged in excavation work to attend annual, third-party training on excavation and trenching safety for three (3) years.

IV. LEGAL STANDARD FOR SETTLEMENT AGREEMENTS

It is the policy of the Commission to promote and encourage settlements between parties. *See* 52 Pa. Code § 5.231(a). Section 182.10 of the PA One Call Law, 73 P.S. § 182.10(a), permits the Commission to impose administrative penalties on excavators who violate the PA One Call Law. Additionally, Section 182.10(b)(2) sets forth six (6) factors that are to be considered when determining the administrative penalty to be assessed for violations of the PA One Call Law. *See* 73 P.S. § 182.10(b)(2). GTC submits that approval of this Settlement Agreement in the above-captioned matter is reasonable, appropriate, and in the public interest pursuant to the factors set forth in Section 182.10(b)(2).

The first factor to be considered under Section 182.10 of the PA One Call Law is the history of the party's compliance with the act prior to the date of the violation. GTC has always been compliant with the PA One Call Law and has followed the Common Ground Alliance's Best Practices. GTC has performed utility and trench work for over 50 years working around live utilities and has had very few incidents. Furthermore, since the incident occurred, the Occupational Safety and Health Administration ("OSHA") has made four (4) unannounced visits to GTC's jobsites, all of which had underground utilities navigated and open trenches present. These four inspections resulted in zero citations to the company. GTC's history of compliance with the PA One Call Law and its willingness

to implement additional damage prevention measures are reflected in the administrative penalty that GTC has agreed to pay. GTC submits that this is a reasonable administrative penalty considering its history complying with the PA One Call Law.

The second factor to be assessed when considering appropriate administrative penalties for violations of the PA One Call Law is the amount of injury or property damage caused by the party's noncompliance. As stated in the Formal Complaint filed by I&E, the accident resulted in the escape of flammable gas that was then ignited by heat from friction. The ignited gas inflicted first and second degree burns to the face, neck and upper extremities of a GTC employee. Additionally, the ignited gas damaged GTC's Cat 314E and a nearby condominium's sign, a section of wood fencing, landscaping and the sidewalk. No other injuries or property damage occurred as a consequence of the incident. GTC recognizes and appreciates the seriousness of the injuries sustained by its employee and is thankful that the property damage was minimal. As such, GTC submits that the proposed administrative penalty in the Settlement Agreement is reasonable and appropriate under the circumstances.

The third factor to consider is the degree of threat to the public safety and inconvenience caused by the party's noncompliance. GTC understands and appreciates that hitting the gas line was a serious threat to public safety. GTC understands that the work and services it provides are inherently dangerous when not done safely. As such, rather than justifying this incident or attempting to make excuses for the public safety threat caused by the incident, GTC has used this process as a learning opportunity to further implement additional safety initiatives throughout the company and stress the importance

of safety measures. For these reasons, GTC asserts that the proposed administrative penalty in the Settlement Agreement is reasonable, appropriate, and in the public interest.

The fourth factor to be assessed when considering appropriate administrative penalties for violations of the PA One Call Law is the party's proposed modification to internal practices and procedures to ensure future compliance with statutes and regulations. Prior to any investigation by I&E, GTC has taken this incident and used it as an opportunity to implement various safety initiatives throughout the company that will have a lasting impact. Following the incident, numerous trainings related to trench and utility safety have been provided to our employees in ongoing efforts to educate our workforce in the hazards and control measures of trenches and utilities. Below is a summary of some of the trainings that have been conducted:

- 1.) On October 5, 2018, GTC called for a company safety stand-down where we had all utility crews stop all work and report to our office for a 4-hour safety seminar which covered numerous topics including a review of the incident, trenching and excavation safety, proper planning for safety, competent person requirements, soil classification and others.

- 2.) On January 18, 2019, GTC Utility Supervisors attended a "Compliance Training for the Excavator" course conducted by PA One Call. Training topics included in this course were the APWA color code, the tolerance zone, complex projects, emergency notifications, prudent excavation techniques, the AVR process, CGA Best practices, the HDD Good Practices guidelines and other excavator obligations. Golden Triangle attendees also completed an optional PA Public Utility Commission test.

3.) On March 14th and 15th, 2019, GTC hosted an annual 8-hour safety day for all company management. At this event, third-party safety experts from around our industry come to our office to review miscellaneous safety items and also recapping safety concerns and incidents from the previous year and also illustrate the various remedies that have been taken. As part of this training, the Regional Liaison from PA One Call conducted “The Excavator Program” training for all employees in attendance.

4.) On March 29, 2019, GTC had 41 employees attend an “Excavation and Trenching – Competent Person” training course conducted by a trainer from Amerisafe Group intended for participants who are involved in Excavation and Trenching Operations as a Competent Person. This course reviewed the requirements set forth in Subpart P of the Occupational Safety and Health Administration (OSHA) Construction Standard. Per OSHA, a Competent Person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

5.) On June 17, 2019, members from GTC Management attended a training course on “PA One Call Law Reporting and Enforcement” conducted by Armando Ferri who serves on the PUC Damage Prevention Committee. Topics in this training include a review of the state’s Underground Utility Line Protection Act – Act 287, new reporting requirements, completion of the facility damage investigation form and others.

6.) From June 17th – 21st, 2019, all GTC Management and employees participated in the National Utility Contractors Association’s Trench Safety Stand Down

event. During the stand-down week, trench safety was discussed with all employees to continue to raise awareness about the hazards associated with trenches and to reinforce safe practices.

7.) On August 21, 2019, members from GTC Management attended a training course on “Utility Damage Investigation and Reporting” conducted by Armando Ferri who serves on the PUC Damage Prevention Committee. Topics in this training include utility damage investigation, how and when to report alleged violations and how to respond to violation report letters from the PUC Damage Prevention Committee.

8.) On September 19, 2019, all GTC Utility Crew employees attended the annual PA Safety Day Conference. PA One Call described the conference as a forum for Pennsylvania stakeholders to learn about safe digging with numerous educational sessions throughout the day promoting the protection of critical underground infrastructures.

9.) On November 19, 2019, members from GTC Management attended a training course on “PA One Call – Complex Projects” conducted by Armando Ferri who serves on the PUC Damage Prevention Committee. Topics in this training include a review of complex projects (definition), how to place a complex project notification, required meetings and timeframes and others.

Further, because of the COVID-19 lockdown and restrictions, many trainings and seminars were eliminated, rescheduled or restructured in 2020. However, training continues to be an integral part of GTC’s commitment to safety. All employees are involved with weekly safety meetings / toolbox talks on projects with trench and utility safety being a frequent topic of discussion. Employees participated in this year’s Trench

Safety Stand-Down by NUCA and other virtual meetings and webinars have been attended. GTC also encourages employee involvement by disseminating safety newsletters and safety alerts which covers incidents and hazards related to trench and utility safety. Finally, as noted in the Settlement terms, GTC has proposed modification to internal practices and procedures to ensure future compliance with statutes and regulations while also agreeing to additional training for employees for three (3) years. As such, GTC submits that the administrative penalty set forth in the Settlement Agreement is reasonable and appropriate.

The fifth factor to be assessed is the degree of the party's culpability. GTC has taken full responsibility for the incident set forth in I&E's Formal Complaint. It was a tragic event that made GTC reevaluate its excavation means and methods around utilities, in order to create a safer and more accurate way of locating and navigating underground utilities. However, GTC maintains that hand digging took place within the tolerance zone on Clifton Road for approximately 4 hours in an attempt to locate the marked Columbia Gas Line. GTC's required depth was reached using prudent digging techniques and the gas line was never located. The only excavating that was performed by powered equipment was outside of GTC's tolerance zone. As GTC has taken responsibility for the incident set forth in I&E's Formal Complaint, GTC asserts that the administrative penalty set forth in the Settlement Agreement is reasonable, appropriate, and in the public interest.

Finally, the Commission is entitled to consider other factors as may be appropriate considering the facts and circumstances of the incident. Here, concurrent to the training GTC provided its employees, GTC also made procedural changes and investments to assist in safe excavating around underground utilities. From an investment standpoint, GTC has

spent over \$500,000 on a new vac-truck and 2 vac trailers for the sole purpose of locating existing utilities and facilitating safe excavation around those utilities. With this investment, GTC procedurally has implemented a utility locating crew whose purpose is to locate and communicate the precise locations of gas, electric, and any other underground utility deemed necessary to be located before excavation can begin. As part of GTC's procedural change, facility owners are now required to be contacted if a utility is not found or if there any difficulties in the locating process. GTC respectfully requests that the Commission consider the safety investments made by GTC post-incident and asserts that the administrative penalties included within the Settlement Agreement are reasonable, appropriate, and in the public interest.

In conclusion, GTC fully supports the terms and conditions of the Settlement Agreement. The terms of the Settlement Agreement reflect the carefully balanced compromise of the interests of the Parties in this proceeding while also demonstrating the seriousness of the incident at issue. The Parties believe that approval of this Settlement Agreement is in the public interest. Acceptance of this Settlement Agreement avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the Parties.

WHEREFORE, GTC supports the Settlement Agreement as being in the public interest and respectfully requests that the Commission approve the Settlement in its entirety without modification.

Respectfully Submitted,

Golden Triangle Construction Co., Inc.

By:

/s/Katelin J. Montgomery
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*Counsel for Golden Triangle Construction
Co., Inc.*

Date: December 9, 2020

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	Docket No. C-2020-3022293
v.	:	
	:	
Golden Triangle Construction Co., Inc.,	:	
Respondent	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Service by Electronic Mail:

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Dated: December 9, 2020